194 5 — File No. T. D. Bijapur/45

Examined — Legal DEPARTMENT

E BRANCH

Subject:— Building Grant for the District Local Board Urdu Boys' School, Talikot, Distt. Bijapur

Ex 16 / E

File No. T. D. Bijapur/45

Std Sectt. Slip 24-B

236/E

326/8/3.

326
8/3

No. S.42(d)-107-D.
Poona, 7 March, 1945.

From

The Director of Public Instruction,
Poona.

To

The Solicitor to Government,
Legal Department, Secretariat, Bombay.

Subject:- Building Grant for the District Local Board Urdu Boys' School, Talikot, Distt. Bijapur.

Sir,

I have the honour to invite a reference to your no. 4578 of 3rd June, 1942, on the subject mentioned above, and to say that you have suggested in para. 2 thereof that a Trust Deed on the lines of Form IV-A prescribed in rule 11 of the Rules for Building Grants contained in Schedule D to the Bombay P. E. Rules, 1924, will have to be executed in the present case as the land in this case has been given by a private person on condition that it should revert to him in the event of the site ceasing to be used for a school. I may point out in this connection that a building grant of Rs. 72/- only has been sanctioned in the present case. It seems, therefore, that an agreement on the lines of the form of Agreement prescribed on page 126 of the Bombay P. E. Rules 1924 with suitable addition for amendment of clause (f) should be sufficient. I request

that -

that you will be so good as to advise me in the matter.

Your obedient servant,

C. Mattei

for Director of Public Instruction.

Sn 6/3.

No. 2004
Legal Department.
Bombay Castle, 13th March 1945.

To

The Director of Public Instruction,
Poona.

Subject:- Building grant for the
District Local Board Urdu Boys' School,
Talikot, District Bijapur.

Sir,

With reference to your letter No.S.42(d)-107-D, dated 7th March 1945, on the subject noted above I have the honour to state that an agreement on the lines of the form of agreement prescribed on page 126 of the Bombay Primary Education Rules, 1924, with suitable amendment of clause (f) thereof would be sufficient in the present case.

Your obedient servant,

13/3
oc/ Solicitor to Government.

Issued
CSP
13/3.

V.B.B.

Ext 2/8

No. S-42(d)-541-D.
Poona, 1st ~~July~~ August 1945.

From

The Director of Public Instruction,
Poona.

To

The Remembrancer of Legal Affairs,
Bombay.

Subject:- Trust Deed for building grant paid for the District Local Board Primary school at Katgeri, District Bijapur.

Sir,

I have the honour to forward herewith for record a copy of the Trust Deed dated the 20th March, 1945, and of the site plan on account of the building grant of Rs.2,300/- paid to the District Local Board, Bijapur, for its Primary school at Katgeri, Taluka Badami.

Your obedient servant,

for Director of Public Instruction.

BSD 27/7

Submitted.
File in T.D. Bijapur.
Sd/-
3/8

Sd/- Ext 3/8

Stamps Rs 22-8-0

This Indenture made the twentieth day of March One thousand nine hundred and forty ~~four~~ five between the District Local Board of Bijapur established, under the Bombay Local Boards Act 1923 (hereinafter referred to as " the Local Board ") of the one part, and the Governor of Bombay (hereinafter referred to as "the Government") of the other part. WHEREAS the Local Board has applied to the Government for a Building Site for a school at Katgeri Taluka Badami District Bijapur for the Kannada Boys' school and for a building Grant-in-aid of such school and has satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to educational purposes and in part to secular education that the - plans estimates and specifications are satisfactory and that the building has been constructed AND WHEREAS by the rules now in - force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is - provided (inter alia) that no portion of a Building Grant shall be - paid to the managers of a school unless and until they execute or agree to execute a trust deed as in the said rules provided - AND WHEREAS the Government has agreed to allot the piece or - parcel of land valued at Rupees 95/- (Ninety five) only described - in the Schedule hereto and to hold the same for the purposes of the said school in manner hereinafter appearing and has - sanctioned a Building Grant of Rupees 2,300/- (Two thousand and three hundred) only paid to the Local Board and the Local Board has agreed to execute these presents, AND WHEREAS the - Commissioner, Southern Division, has sanctioned the transfer - hereby made and such sanction is recorded in his memorandum No.L.F.(Br.) 121 dated 1-9-1943.

NOW IT IS HEREBY DECLARED AND AGREED by and between the parties hereto that the Government shall hold and stand - possessed of the piece of land described in the schedule hereto -

and all buildings which now are erected or may for the time being be erected thereon and also all fittings and fixtures which now are or may for the time being be on the premises - upon trusts and to and for the intents and purposes - following that is to say UPON TRUST to permit the Local - Board to enter upon the said premises for the purposes - and on the conditions following namely that the Local Board - and its successors shall

(1) maintain and keep at all times in good and - substantial repair and condition all the buildings now - being or which may hereafter be, on the said piece of - land to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and - buildings;

(3) use all the premises and buildings as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects - in accordance with the rules and regulations for the time - being in force of the Educational Department of the - Government of Bombay;

(5) keep the said school at all times open to the - inspection of the Inspecting Officers of the Educational - Department of the Government of Bombay; and -

(6) keep at all times the building or buildings already - erected or which may hereafter be erected on the said - premises in respect of which a building grant has been - given (except the building or buildings in respect of - which the Executive Engineer of Bijapur has issued a certificate that - in his opinion the risk of fire is not sufficiently great - as to render insurance desirable and so long as such - certificate has not been cancelled by the Executive - Engineer in writing) insured in the joint names of the

Local Board and the Government against loss or damage by - fire in a sum equal to the cost of such building or - buildings including flooring but exclusive of foundation and - plinth at the least in some respectable insurance office to - be approved by the Government or its Agent for the time - being and regularly pay the premiums which shall become - payable in respect of such insurance and whenever thereunto - required so to do produce to him the Policy or Polices of such - insurance and the receipt for the Premiums paid thereon in - respect of the current year and shall, unless the Local - Board has forfeited its right or claim to such policy or - polices of insurance as hereinafter provided apply all - moneys which may be received by virtue of any such policy or - policies in rebuilding or reinstating the premises destroyed - or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed - that in the event of default being made by the Local Board in the performance of any of the conditions hereinbefore - mentioned the said building grant and any future building grants from time to time made by the Government in respect - of the said school or so much of the same as shall not then - have been made shall lapse and it shall be lawful for the - Government at any time thereafter to enter upon and take possession of the said premises and all buildings, fittings - and fixtures for the time being on the said premises and - the same shall be and become absolutely the property of the - Government free from incumbrances and discharged from the - trusts hereof and from all claims (including the right or - claim to, over or in respect of the policy or policies of - insurance relating to the said buildings and the amount of - Premiums paid in respect of such insurance) of the Local Board or its successors, representatives and assigns and all other persons whomsoever. IN WITNESS WHEREOF Mr. Shankareppa - Basalingappa Desai the President of the Local Board and - Mr. Gadigeppa Adiveppa Hire-desai and Mr. Mr. Haji Md. - Ibrahimsaheb Hattiwala

two other members of the Local Board have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Sorab Nanabhoy Moos, esquire C.I.E., I.E.S., Director of Public Instruction for the Province of Bombay, hath set his hand and the seal of his office hereto on - behalf of the Governor of Bombay, the day and year first above written.

The Schedule Above Referred To.

Description and boundaries of Property.

The Piece or Parcel of land measures in superficial area 10 Gunthas 85 Square yards and 1 Square foot be the same a little more or less out of the village site of - Katgeri in the Taluka of Badami in the District of Bijapur - and in the Registration sub-district of Badami in the said district and measures from North to South 94 feet on the eastern side and 94 feet on the Western side and from East - to West 124 feet on the Northern side and 124 feet on the Southern side, be the same a little more or less and is - bound as follows:-

On the North by Road.
On the South by Fort wall house
On the East by Rachaya Sankinmath and Government - open space, and
On the West by Open space and one Iranpa Yargopp's house

and is for greater clearness delineated on the Plan - hereto annexed and signed by the Executing parties aforesaid.

Signed by Mr. Shankarappa Basalingappa, President. Municipal president of the District Local Board of Bijapur
s/o S. B. Desai.
and
Mr. Gadiappa Adiveppa, President, District Local Board, Bijapur
s/o G. A. Hiredesai.
and
Mr. Haji. M. Shaikhsaheb.
s/o H. S. Hallivala.
Members.
1. ~~Thuru adappa Siddlingappa Bajjan.~~
2. ~~Shivayouda Bapugouda Patil~~ Hukkeri.
two other members of the Local Board of Bijapur and sealed with the - common seal of the Local Board of Bijapur in the presence of

1. Mr. Pandurang Ramachandra Kakanadi.
s/o P. R. Kakanadi.
Chief Officer, District Local Board, Bijapur.

2. Mr. G. S. Korti
s/o G. S. Korti.
Head Clerk, District Local Board, Bijapur (Common Seal)

Signed, sealed and delivered by

Sorab Nanabhoy Hoon, Esquire, C.I.E., I.E.S.,

Director of Public Instruction for the Province of Bombay, in the presence of --

1. Sd/ S. S. Satpute
Junior Superintendent

2. Sd/ R. B. Sanjana
Senior Superintendent and acting Director of Public Instruction Office Bombay Province.

Annexure I Plan.

Official Seal.

Sd/
Director of Public Instruction
Bombay Province.

Received for registration at the office of the District Registrar of Bijapur between the hours of 11 A.M. & 12 Noon on the 16th May 1945.

Sd/ S. B. Desai
President D. L. B.
Bijapur

Sd/ D. T. Almeida
District Registrar
Bijapur

Received fees for --

Registration	15-0-0
Copying (folios 13)	3-4-0
extra fee for copies by D.R.	5-0-0
for endorsement	0-8-0
for witness	0-10-0
filing of maps	0-10-0
Total Rs	25-0-0

Sd/ D. T. Almeida
District Registrar
Bijapur.

Present V.S: (1) Shankarappa. Basalingappa. Desai. President
D. L. B. Bijapur, Lingayat. S.B. Native of Sulla
now at Bijapur.

(2) Gurusiddha. Adiveppa. Hire Desai Member
D. L. B. Bijapur, Lingayat, 61, Bijapur

(3) Haji Md. Ibrahimsaheb. Hallewale.
Member D. L. B. Mohamedan, 32, Bijapur.

Executing party admit execution of the deed. and
they are all known to the undersigned District Registrar.

Sd/ S. S. Desai.
Sd/ G. A. Hiredesai.
Sd/ H. I. Hallewala.

Before Sarale, Narasinha Rao, C. I. E, I. E. S. Director
of Public Instruction for the Province of Bombay executing
party is exempt from personal appearance under S. 88. of the
I. R. Act. His signature there to the Seal of the District Local
Board, Bijapur is identified by the chief officer Mr Pandurang
Ramachandra. Kulkarnidé.

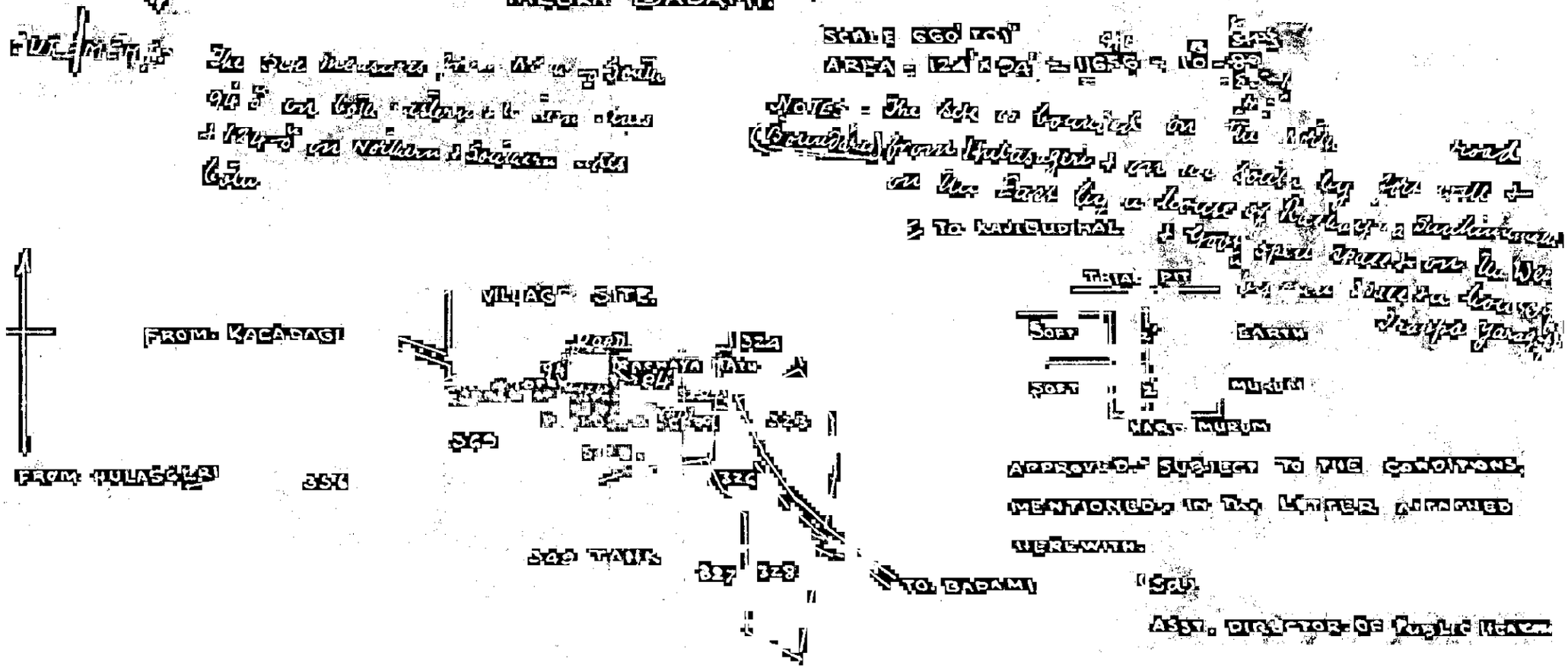
Sd/ P. R. Kulkarnidé
16 (E) May 1945

Registered at No 1 on pages
from 360 to 366 of Vol 3 of Book No 1
Dated 31th may 1945 Sd/ S. T. Alkunte.
District Registrar.
Bijapur.

Sd/ S. T. Alkunte.
District Registrar
Bijapur.

Site Plan Of Kanarese Boys School At Katageri

Taluka Badami



This book accompanied the document Registered No 1 at page from 360 to 366 of this Volume 3. of Book No I part II

Date 31-6-1945

21-6

Sd/- J. T. Almeida.
District Registrar
Bijapur.

Sub Reg. Office
Sindgi
6/19

No. S-42(d)-486-D.
Poona, 10 November, 1945.

From

The Director of Public Instruction,
Poona.

To

The Remembrancer of Legal Affairs,
Bombay.

Subject:- Receipt for building grant paid for the Kannad Boys' School at Masbinhal, District Bijapur.
Safe custody of --

Sir,

I have the honour to forward herewith, for record, a copy of the Trust Deed dated the 1st June, 1945, for the building grant of Rs.2,530/- paid for the District Local Board Kannad Boys' School at Masbinhal, District Bijapur.

THE SECRETARY TO ...

Your obedient servant,

9993

BSD 7/11 A 12/11

V.S.Bandivay

for Directorof Public Instruction.

S.No 2
presented at the office
of the District Registrar
of Bijapur between hours
of 11 and 12 on the 13th
Sept 1945.
Sd/ S. B. Desai.
Sd/ S. T. Almonkar.
Sub District Registrar
Bijapur.

Received fees for ~~Rs~~ 2\
Registration ~~Rs~~ 15-0-0
copying (12 folios) 3-0-0
extra for regn by D.R. 5-0-0
for endorsement 0-8-0
for memo 0-10-0
~~Rs~~ 24-2-0
Sd/ Asstt Supdt of Stamps
Bombay.

This Indenture made the first day of June One thousand, nine hundred and forty five BETWEEN the District Local Board of Bijapur established under the Bombay Local Boards Act, 1923 (hereinafter referred to as " the Local Board ") of the one part, and the Governor of Bomay (nereinafter referred to as "the Government ") of the other part, WHEREAS the Local Board has applied to the Government for a Building Site for a school at Masabinal Taluka Bagewadi District Bijapur for the - Kannad Boys' (S.B.) school and for a building Grant-in-aid of such - school and has satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to educational purposes and in part to secular - education that the plans estimates and specifications are - satisfactory and that the building has been constructed AND WHEREAS by the rules now in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is provided (inter alia) (S.B.) that no portion of - a Building Grant shall be paid to the managers of a school - unless and until they execute or agree to execute a trust - deed as in the said rules provided AND WHEREAS the Government - has agreed to allot the piece or parcel of land valued at - Rupees one hundred and seventy eight (Rs.178/-) only described - in the Schedule hereto and to hold the same for the purposes - of the said school in manner hereinafter appearing and has - sanctioned a Building-Grant of Rupees two thousand, five - hundred and sixty (Rs.2,560/-) only paid to the Local Board and the Local Board has agreed to execute these presents, AND WHEREAS the Commissioner, Southern Division, has - sanctioned the transfer hereby made and such sanction is - recorded in his Memorandum No.L.F.Br. dated the 5th May 1943.

NOW IT IS HEREBY DECLARED AND AGREED by and between the parties hereto that the Government shall hold and stand possessed of the piece of land described in the schedule hereto and all buildings which now are erected or may for the time being be erected thereon and also all fittings and fixtures which now are or may for the time being be on the premises upon trusts and to and for the intents and purposes following that is to say UPON TRUST to permit the Local Board to enter upon the said premises for the purposes and on the conditions following namely that the Local Board and its successors shall:-

(1) maintain and keep at all times in good and substantial repair and condition all the buildings now being or which may hereafter be, on the said piece of land to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and buildings;

(3) use all the premises and buildings as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accordance with the rules and regulations for the time being in force of the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the Inspecting Officers of the Educational Department of the Government of Bombay; and

(6) keep at all times the building or buildings already erected or which may hereafter be erected on the said premises in respect of which a building grant has been given (except the building or buildings in respect of which the Executive Engineer of Bijapur Division has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has not been cancelled by the Executive Engineer in writing) insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do produce to him the Policy or Policies of such insurance and the receipt for the Premiums paid thereon in respect of the current year and shall, unless the Local Board has forfeited its right or claim to such policy or policies of insurance as hereinafter provided apply all moneys which may be received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of default being made by the Local Board in the performance of any of the conditions hereinbefore mentioned the said building grant and any future building grants from time to time made by the Government in respect of the said school

or so much of the same as shall not then have been made shall lapse and it ~~will~~ shall be lawful for the Government at any time thereafter to enter upon and take possession of the said - premises and all buildings fittings and fixtures for the time being on the said premises and the same shall be and become - absolutely the property of the Government free from - incumbrances and discharged from the trusts hereof and ~~free~~ from all claims (including the right or claim to, over or in respect of the policy or policies of insurance relating to the said buildings and the amount of premiums paid in respect of such insurance) of the Local Board or its successors, - representatives and assigns and all other persons whomsoever. IN WITNESS WHEREOF Mr. Shankareppa Basalingappa Desai, the President of the Local Board and Mr. Gadigeppa Adiveppa Hire--Desai and Mr. Haji Wd. Ibrahimsaheb Hattiwala two other - members of the Local Board have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Sorab Nanabhay Mood, Esq. C.I.E. I.E.S. ——— Director of Public Instruction for the Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above ~~mentioned.~~ written.

The Schedule Above Referred to.

Description and boundaries of Property.

The piece or parcel of land measures in superficial area 15 gunthas be the same a little more or less situated in the - village of Masabinal and bearing S.No.329 in the Taluka of - Bagewadi in the District of Bijapur and in the Registration sub-district of Bagewadi in the said district and measures from North to South 165 feet on the eastern side and 165 feet on the Western side and from East to West 99 feet on the Northern side and 99 feet on the Southern side, be the same a little more or less and is bounded as follows:-

On the North by open space of S.No.329
On the South by open space of S.No.329 and village site
On the West by open space of S.No.329 and S.No.328 of Masabinal village
and On the East by open space of S.No.329

and is for greater clearness delineated on the plan hereto annexed and signed by the Executing parties aforesaid.

29/11/[illegible] S. B. Desai.

Signed by Mr. Shankareppa Basalingappa Desai, President. — President.

and

Mr. Gadigeppa Adiveppa Hire-Desai. — 1. Gadigeppa Adiveppa Hiredesai

and

Mr. Haji Md. Ibrahimsaheb Hattiwala — 2 Sd/ H. I. Hattiwala.

two members of the Local Board of Bijapur and sealed with the common seal of the Local Board of Bijapur in the presence of:- — Members.

Common seal

1. Mr. P.R.Kakraddi, B.A., Chief Officer, District Local Board of Bijapur. — Sd/ P. R. Kakraddi.

2. Mr. G.S.Korti, Head Clerk, District Local Board of Bijapur. — Sd/ G. S. Korti.

Sd. S. Moos.

Signed sealed and delivered by — Director of Public Instruction.

Sorab Nanabhoy Moos, Esquire, C.I.E., I.E.S., Director of Public Instruction for the Province of Bombay in the presence of

1. Sd/ N. A. Deamcadan, Finance Superintendent.

2. Sd/ S. S. Lalkaka, Head Clerk Superintendent Director of Public Instruction Bombay Province

Official seal

Annexture:- Plan.

Witness (1) Shankarappa Basalingappa Desai, President D. L. B. Bijapur. Lingayat 54 native of Sulla now at Bijapur.

(2) Gadigeppa Adiveppa Hire Desai, member D. L. B. Bijapur. Lingayat 62 Bijapur.

(3) Haji Md Ibrahim Saheb Hattiwala, member D. L. B. Bijapur Mohmeden 33 Bijapur.

Executing being admit execution of this deed & they are all known to the undersigned resident Bijapur. Sd/ S. S. Desai. Sd/ Gadigeppa Adiveppa Hire Desai. Sd/ H. I. Hattiwala.

Sir Sorab Ramachary Nurse C. I. E. I. E. S.
Director of public Instruction for the province
of Bombay executive party is exempt from
personal attendance under s. 88 of the C. R.
Act. His signature & seal of the
District Council Board Bijapur are identified
by the chief officer A. L. B. Sir Pandurang
Ramachandra. Kakkadi. Bijapur.

Sd/ P. R. Kakkadi
13th Sept 1945.

Sd/ J. F. Almeida
District Registrar
Bijapur.

Registered no —
at pages 367 to 372
volume 3 of Book
no 1
Dated 23-9-45
Sd/ J. F. Almeida
District Registrar
Bijapur.

RDH 29/11

No.S.42.(d)-412-D
Poona, 28 November, 1945.

From

The Director of Public Instruction,
Poona.

To

The Remembrancer of Legal Affairs,
Bombay.

Subject:- Trust Deed for building grant paid for the Kannad Boys' school at Chimalgi, District Bijapur.

Sir,

I have the honour to forward herewith, for record, a copy of the Trust Deed of 1-6-1945, for the building grant of Rs.1,920/- paid for the District Local Board Kannada Boys' school at Chimalgi, District Bijapur.

Your obedient servant,

V.S. Bendrey

for Director of Public Instruction

j.22/11.

E 29/11

1593
29/11.

Submitted
file in T.D. Byelaw

THP
29/11
Sol Rep 29/11

S.R.No. 3
Presented at the office of the District Registrar of Bijapur between the hours of 11 A.M. and 12 A.M. on the 13th Sept. 1945.
Sd/ S.B. Desai.
Sd/ D.T. Almonda.
District Registrar
Bijapur.

Received fees for:
Registration Rs 11-4-0
Collecting (12 folios) 3-0-0
Extra for regn by D.R. 5-0-0
for endorsement 0-8-0
for memo 0-10-0
Rs 20-6-0

Sd/ D.T. Almonda
District Registrar
Bijapur

Sd/
Asstt Supdt of Stamps Bombay.

This Indenture made the first day of June One thousand, nine hundred and forty five BETWEEN the District Local Board of Bijapur established under the Bombay Local Boards Act, 1923 (hereinafter referred to as " the Local Board ") of the one part, and the Governor of Bombay (hereinafter referred to as " the Government ") of the other part, WHEREAS the Local Board - has applied to the Government for a Building site for a school at Chimmalgi Taluka Bagewadi District Bijapur for the Kannad Boys' school and for a building Grant-in-aid of such school and has - satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to - educational purposes and in part to secular education that the - plans estimates and specifications are satisfactory and that the building has been constructed AND WHEREAS by the rules now in - force in the Province of Bombay for regulating the application - of grants made by the Government in aid of schools it is - provided (inter alia) that S.No.B portion of a Building Grant shall be - paid to the managers of a school unless and until they execute or agree to execute a trust deed as in the said rules provided AND WHEREAS the Government has agreed to allot the piece or parcel of land valued at Rupees twenty five (Rs.25/-) only described in the Schedule hereto and to hold the same for the purposes of the said school in manner hereinafter appearing and has sanctioned a Building Grant of Rupees one thousand, nine hundred and twenty (Rs.1,920/-) only paid to the Local Board and the Local Board - has agreed to execute these presents, AND WHEREAS the - Commissioner Southern Division, has sanctioned the transfer - hereby made and such sanction is recorded in his Memorandum - No.L.F.Br.dated the 5th May 1943.

NOW IT IS HEREBY DECLARED AND AGREED by and between the parties hereto that the Government shall hold and stand possessed of the piece of land described in the schedule hereto - and all buildings which now are erected or may for the time - being be erected thereon and also all fittings and fixtures which now are or may for the time being be on the premises upon trusts and to and for the intents and purposes following that is to say UPON TRUST to permit the Local Board to enter upon the said premises for the purposes and on the conditions following namely that the Local Board and its successors shall:-

X 1. maintain and keep at all times in good substantial repair and condition all the buildings now being or which may hereafter be, on the said piece of land to the end that the same may be alwaysefficient for use for the purposes of a school;

2. pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and buildings;

3. use all the premises and buildings as and for the - purposes of a public school to be devoted wholly to education and in part to secular education;

4. manage and conduct the said school in all respects in - accordance with the rules and regulations for the time being in force of the Educational Department of the Government of Bombay;

5. keep the said school at all times open to the inspection - of the Inspecting Officers of the Educational Department of the ~~the~~ Government of Bombay; and

6. keep at all times the building or buildings already - erected or which may hereafter be erected on the said premises - in respect of which a building grant has been given (except the building or buildings in respect of which the Executive - Engineer of Bijapur Division has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has - not been cancelled by the Executive Engineer in writing) - insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal to the cost of - such building or buildings including flooring but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the - time being and regularly pay the premium which shall become - payable in respect of such insurance and whenever thereunto - required so to do produce to him the Policy or Policies of - such insurance and the receipt for the premiums paid thereon in respect of the current year and shall, unless the Local Board has forfeited its right or claim to such policy or policies of - insurance as hereinafter provided apply all moneys which may be - received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed that - in ~~respect~~ of default being made by the Local Board in the - performance of any of the conditions hereinbefore mentioned the - said building grant and any future building grants from time to time made by the Government in respect of the said school or so much of the same as shall not then have been made shall lapse -

and it shall be lawful for the Government at any time thereafter to enter upon and take possession of the said premises and all buildings fittings and fixtures for the time being on the said premises and the same shall be and become absolutely the - property of the Government free from incumbrances and - discharged from the trusts hereof and from all claims - (including the right or claim to, over or in respect of the policy or policies of insurance relating to the said buildings and the amount of premium paid in respect of such insurance) of the Local Board or its successors, representatives and assigns and all other persons whomsoever. IN WITNESS WHEREOF - Mr. Shankareppa Basalingappa Desai, the President of the - Local Board and Mr. Gadigeppa Adiveppa Hire-desai and Mr. Haji Wd. Ibrahimsaheb Hattiwala two other members of the Local Board have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Dorab Nanabhoy Moos Esquire C.I.E, I.E.S. Director of Public Instruction for the Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above written.

The Schedule Above Referred to.

Description and boundaries of property.

The piece or parcel of land measuring S.R.B. in superficial area 12 gunthas be the same a little more or less and is situated in the village of Chimmalgi and bearing ~~the~~ S.B. S.No.1-A in the Taluka - of Bagewadi in the District of Bijapur and in the Registration sub-district of Bagewadi in the said district and measures from North to South 99 feet on the eastennside and 99 feet on the - Western side and from East to West 132 feet on the Northern side and 132 feet on the Southern side, be the same a little more or less and is bounded as follows:-

On the North by S.No.1-A and road.
On the South by S.No.1-A
On the East by S.No.1-A
and On the West by S.No.1-A

and is for greater clearness delineated on the plan hereto - annexed and signed by the executive S.R. parties aforesaid.

37 M

Signed by Mr. Shankareppa Basalingappa Desai President, District local Board, Bijapur.
and
1. Mr. Gadigoppa Adiveppa Hire-desai
and
2. Mr. Haji Md. Ibrahimsaheb Hattivala,

two members of the Local Board of Bijapur and sealed with the common seal of the Local Board of Bijapur in the presence of

Sd/ S. B. Desai.

President.

1. Gadigoppa Adiveppa Hiredesai

2. Sd/- H. I. Hattivala.

Members.

1. Chief Officer, District Local Board, Bijapur.

2. Head Clerk, District Local Board, Bijapur.

"Sd/ P. R. Kakirgadde"

Common seal

Sd/ G. S. Kore.

Signed, sealed and delivered by Sorab Nanabhoy Moos, Esq. C.I.E., I.E.S., Director of Public Instruction for the Province of Bombay, in the presence of---

Sd/ S. N. Moos.

Director of Public Instruction, Bombay Province.

1. Sd/ N. B. Inamdar.
Finance Superintendent.

2. Sd/ S. S. Salokhe.
Junior superintendent
Director of public instruction
Office Bombay province.

Official seal

Annexture--plan.

Exhibit B (1) Shankarappa Basalingappa Desai
President D. L. B. Bijapur Lingayat 54
native of Sulla now at Bijapur.
(2) Gadigoppa Adiveppa Hiredesai
member D. L. B. Bijapur Lingayat
62, Bijapur
(3) Haji Md. Ibrahimsaheb Hattivala
member D. L. B. Bijapur Muhammadan
83, Bijapur.

Executant personally admits execution of the deed and they are all known to the undersigned